UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YORK	

08 CIV 2374

ROBERT THOMAS and DONNA THOMAS,

Plaintiffs,

-against-

Rule 26 Disclosure

ECF CASE

ARSENITY S. SERGEYCHIK and POLONEZ PARCEL SERVICE, INC.

Defendants

Defendant, ARSENITY S. SERGEYCHICK and POLONEZ PARCEL SERVICE, INC.as and for his disclosure under Rule 26 of the Federal Rules of Civil Procedure, hereby set forth as follows:

1. Individuals with discoverable information:

None, other than the parties in this action.

2. Relevant documents and tangible things under parties' control.

> Police Incident report, a copy of which is enclosed, MV- 104 report prepared by our client, truck's supplemental police accident report.

3. Information related to calculation of damages.

Not applicable to this party.

4. Insurance agreements.

Enclosed herein is a copy of POLONEZ PARCEL SERVICE, INC. policy, issued by Travelers Property and Casualty Company, effective coverage period 1/1/05 through 1/1/06, policy identification number A5A20-9456A629.

DATED: White Plains, New York June 10, 2008

LAW OFFICE OF THOMAS K. MOORE

By: ROULA THEOFANIS (RT-3240)

Attorneys for Defendant

ARSENITY S. SERGEYCHICK and POLONEZ PARCEL SERVICE INC.

Office & P.O. Box Address

701 Westchester Avenue - Suite 101W

White Plains, New York 10604

(914) 285-8500

TO: BANK, SHEER, SEYMOUR & HASHMALL Attorney for Plaintiffs 399 Knollwood Road-Suite 220 White Plains, New York 10603

# AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK COUNTY OF WESTCHESTER

NANCY GUERRA, being duly sworn, deposes and says that deponent is a clerk in the LAW OFFICE OF THOMAS K. MOORE, attorneys for one of the parties herein: is over 18 years of age; is not a party to the action. That deponent served the within

# **RULE 26 DISCLOSURE**

day of June, 2008 upon the below named attorney(s) for the listed parties, by depositing a true copy of the same securely enclosed in a postpaid wrapper in the Letter Box maintained and exclusively controlled by the United States Postal Service at 701 Westchester Avenue, Suite 101W, White Plains, New York 10604; directed to the said attorney(s) at the address indicated below; that being the address within the state designated by said attorney(s) for that purpose, or the place where said attorney(s) for that purpose, or the place where said attorney(s) then kept an office, between which places there then was and now is a regular communicated by mail as follows:

BANK, SHEER, SEYMOUR & HASHMALL Attorney for Plaintiffs 399 Knollwood Road-Suite 220 White Plains, New York 10603

Sworn to before me this date day of June, 2008

UNITED STATES DISTRICT COURT						
SOUTHERN DISTRICT OF NEW YORK						
ROBERT THOMAS and DONNA THOMAS,	X 08 CIV 2374					
Plaintiffs,						
-against-						
ARSENITY S. SERGEYCHIK and POLONEZ PARCEL SERVICE, INC.						
Defendants	-Y					
RULE 26 DISCLOSURE						

LAW OFFICE OF THOMAS K. MOORE
Attorney for Defendants
ARSENITY S. SERGEYCHIK and POLONEZ
PARCEL SERVICE, INC.
701 Westchester Avenue- Suite 101W
White Plains, New York 10604
914-285-8500

# **COVERAGE**

Case 7:08-cv-02374-KMK-GAY Document 13-2 Filed 06/12/2008 Page 2 of 29 LIMP OMNIAUTO REG (SCR) - POLONEZ PARCEL SER AFO: 022

10/22/07 12:07 AAZ5990 N PP NH /RLO

PG

1 OF 2

R1 INSURED NAME: POLONEZ PARCEL SERVICE INC

ADDRESS: P O BOX 564

EAST LONGMEADOW MA 01028

POLICY IDENTIFICATION: A5820 -9456A629
PRODUCER NAME: COMMERCIAL INSURANCE PRODUCER CODE: WW516
COMMER'L LINES OFFICE: 011 DISTRICT: C-01

COVERAGE PERIOD: 01/01/05 TO 01/01/06 ACCIDENT STATE: NY DOL: 06/27/05

LOCATION OF RISK: PO BOX 564

EAST LONGMEAD MA 01028-0564

ADDAUTO INFO - VEH YR: 05 MAKE: FREIGHTLI MODEL: MACK

VIN: 1FUJA6CV25PU84739

ENTITY INFO - VEH YR: 05 MAKE/MODEL: FREIGHTLIN

ENTITY NUMBER: VO21 VIN: 1FUJA6CV25PU84739

VEHICLE OWNERSHIP: OWNED VEHICLE CLASS: C

COV CODE DESCRIPTION AUTO SYMBOLS
BI BODILY INJURY 41 LIMITS 1000000 SL DEDUCT BODILY INJURY 41 PROPERTY DAMAGE 41 BODILY INJURY INCL BPIP PERS INJ PROTECT 44 SEE ENDORS MP MEDICAL PAYMENTS 46 UM UNINS'D MOTORIST 45 5000 20000 PER/ 40000 OCC BY LAW COMP COMPREHENSIVE 46 ACV 500. OPIP OUT OF STATE XPIP EXCESS PIP BY LAW

TRUCK SYMBOL DESCRIPTIONS:

41 = ANY AUTO 47 = HIRED AUTO

48 = TRAILERS IN YOUR POSS 42 = OWNED AUTO 43 = OWNED COMMRCL AUTO

49 = TRAILERS IN POSSESSION

44 = OWNED AUTO - NO-FAULT OTHERS

45 = OWNED AUTO/UM REQUIRED 50 = NON-OWNED AUTO 46 = SPECIFICALLY DESCRIBED 51 = COMPANY DESIGNATE ONLY 52 = COMPANY DESIGNATE ONLY

AUTO

07 295 12 07 RLO

AFO: 022

SIMP OMNIAUTO REG (SCR) 10/22/07 12:07 POLONEZ PARCEL SER
AAZ5990 N PP
NH /RLO
PG 2 OF 2

>>>> USE OMNI CL INQUIRY FOR ENDORSEMENT & AUTO SYMBOLS DESC.

ENDORSEMENTS AND COVERAGE PARTS:

CA23171293

TRUCKERS - INTERMODAL INTERCHANGE

en de marco de la companya de la co La companya de la co

SOURCE:

CL-OMNI-AUTOMATED

07 295 12 07 RLO



gats.

## THE TRAVELERS INDEMNITY COMPANY

TRUCKERS COVERAGE PART DECLARATIONS ISSUE DATE: 02-02-05 RW

ITEM ONE:

POLICY NUMBER: A5-820-9456A629-IND-05

INSURING COMPANY:

THE TRAVELERS INDEMNITY COMPANY

Declarations Period: From: 01-01-05 to 01-01-06 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERM OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

#### ITEM TWO:

# A. SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "auto" shown as covered "auto". "Auto" are shown as covered "auto" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGE	COVERED AUTO SYMBOL	-	LIMITS OF INSURANCE	<del></del>		PI	REMIUM
COMPULSORY BODILY INJURY	41	\$			PERSON ACCIDENT	\$	15,483
PERSONAL INJURY PROTEC	44 TION	\$	8,000	EACH	PERSON	\$	698
LIABILITY	41.	\$	1,000,000	EACH	ACCIDENT	\$	41,736
MEDICAL PAYMENTS	46	\$	5,000	EACH	PERSON	\$	653
UNINSURED MOTO (COMPULSORY L \$20,000/ \$40,000)	IMITS	\$ \$			PERSON ACCIDENT	\$	147
UNDERINSURED MOTORISTS	45	\$			PERSON ACCIDENT		

CA TO 48 10 98 PRODUCER COMMERCIAL INSURANCE WW516 PAGE (CONTINUED) OFFICE BOST/QUI 011



## THE TRAVELERS INDEMNITY COMPANY

TRUCKERS

COVERAGE PART DECLARATIONS ISSUE DATE: 02-02-05 RW

POLICY NUMBER: A5-820-9456A629-IND-05

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE	PREMIUM
TRAILER INTER COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS	\$ 6
TRAILER INTERCOLLISION COVERAGE	48	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS DEDUCTIBLE SHOWN IN THE SCHEDULE OF COVERED AUTOS YOU	· 
PHYSICAL DAMA COMPREHENSIVE COVERAGE	GE	OWN FOR EACH COVERED AUTO  ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS DEDUCTIBLE SHOWN IN THE SCHEDULE OF COVERED AUTOS YOU OWN FOR EACH COVERED AUTO	\$ 5,427
PHYSICAL DAMA TOWING AND LABOR	GE 46	\$ 25 FOR EACH DISABLEMENT OF A PRIVATE "AUTO"	INCL

# B. AUDIT PERIOD:

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS: SYMBOL 41-50: SEE TRUCKERS COVERAGE FORM, SECTION 1-COVERED AUTOS

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

INSURED'S NAME: PO	OLONEZ PARCE NIVERSAL TRA	L SERVICE INC.	. &	CA TO		
COVERED GAI	RAGING		TO STATE	TERR ISO ZONE STA	T OR SEAT	
NO CITY	& STATE	ZIP CODI	CODE	CODE COD		
1 WEST SPRINGF	LD	ZIP CODI	4250	000 5062		
2 WEST SPRINGF	LD	MA 01089	4250	000 5002	9 80000	
3 WEST SPRINGF	LD	MA 01089	4250	000 6762		
4 WEST SPRINGF	LD	MA 01089	4250		9 33000	
5 WEST SPRINGF		MA 01089	4250	010 6742	9	
COVERED		VEHICLE ID	NO	COOT T.TMT	T OF AGE	
AUTO			NO	NEW LIA		
NO YEAR MAKE/	MODEL	(VIN)			CA 6	
		KTDR9X9YJ8404: 41AA18Y4SW0456	30 40			,
2 95 MACK TR				C 000C	9	
3 96 TRAILMO	BILK TRL IL	T01JAH9T90026	7.7	45800 A	.cv 9	
4 97 MITSUBI	SHI TRK UV	76FFN1EXVM0004	2.T	43000 A		and the second
5 92 FRUEHAU	k semi-i ii	12V04824NE0069	96		The second second	
	COVERED	COVERED	COVERED	COVERED	COVERED	
	AUTO 1	AUTO 2	AUTO 3	AUTO 4	AUTO 5	•
DEDUCTIBLES:						
COMPREHENSIVE	500	500		500		
PREMIUMS:						
COMPULSORY BI	1354	1184	185	1231	78	
PIP	61	53	8 329	55	5	
OPT BI	2412	2106	329	2192		
PROPERTY DAMAGE		1002	156	1040	162	
MED PAY	59	54		54		
UM	7	7	7	7	7	
COMPREHENSIVE TOWING	282	445		238		
TOTAL	5319	4851	685	4817	424	

12 SPV

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE \*\*APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES 001 PAGE 1

TOWING

TOTAL

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

4889

5398

4851

I	NSURED'S	NAME: PO	LONEZ PAI	RCEL SE	RVICE INC	. &	CA	TO 49	10 98
		OIN.	LVERDALI .	T VOZ A 1313					USE CLASS
ď	OVERED					COUNTY	TERR		GVW/GCW
-	UTO	GAR	AGING		•	TOWN	ZONE		OR SEAT
	NO	CITY	STATE		ZIP COD		CODE	CODE	CAPACITY
•		SPRINGFL	D	MA	01089	4250	010	67429	
		SPRINGFL		MA	01089	4250	000	67629	
	8 WES	r SPRINGFL	D	MA	01089	4250	000	33629	33000
	9 WES	SPRINGFL	D	MA	01089	4250	000	50629	80000
	10 WES	r springfl	D	MA	01089	4250	000	50629	80000
C	OVERED		-				~~~		
A	UTO			٧	BHICLE II	NO		LIMIT (	F AGE GROUP
	NO YEAR				(VIN)		NEW	LIAB	GROOP
	6 93	FRUEHAUF			820P30439				
	7 93	GREAT DA			625PS0649		63000	ACV	5
	8 01	MITSUBIS			1E11M0006 9X2SM6426		74000	ACV	9
المراكب ومعرض المراجع	9 95 10 97	KENWORTH KENWORTH			9X4VR7543			ACV	· · · · · · · · · · · · · · · · · · ·
	TO 97	KENWORII	IRACIA	TTINDIN	J264 7467 J 22	, 0,0	. 1 . 7 7 7 7 7 .		
			COVERED	CO	VERED	COVERED	COVE	RED	COVERED
				6 AU	TO 7	AUTO 8	AUTO	9	AUTO 10
r	EDUCTIBL	ES:					-		500
.0	COMPREHEN	SIVE				500	=	00	500
E	PREMIUMS:		m 0		7.77	1231	1:3	154	1184
	COMPUL	SORY BI	78		161 7	55	£. 4	61	53
		PIP	177		287	2192	24	11	2106
		OPT BI	172 162		137	1040		44	1002
	PROPERTY		T02		13 I	54		54	54
		MED PAY UM	7		7	7		7	7
	COMPE	HENSIVE	,		•	310	3	367	445
	COMPRE	TOMOTAN				J	_		

599

424

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE \*\*APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES 001 PAGE 2 SPV 12

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

INSURED'S NAME: F	CA TO 49	10 98			
COVERED GA	'LD 'LD 'LD	ZIP CODI MA 01089 MA 01089 MA 01089 MA 01089 MA 01089	COUNTY TOWN CODE 4250 4250 4250 4250 4250	TERR ISO/ ZONE STAT	USE CLASS GVW/GCW OR SEAT CAPACITY  80000 33000
11 93 STRICK 12 93 STRICK 13 96 KENWORT 14 95 DANE SI	SEMI-TRL 1S: TH TRACTR 1XI EMI-TRLR 1G	VEHICLE ID (VIN) 12E9489PD3608 12E9484PD3574 KDD69X2TJ6830 RAA9628SS0531 6FFP1E24K0003	81 52 10 05	COST LIMIT CONTROL LIAB  46000 ACV 66681 ACV	OF AGE GROUP 9 9
	COVERED AUTO 11	COVERED AUTO 12	COVERED AUTO 13	COVERED AUTO 14	COVERED AUTO 15
DEDUCTIBLES: COMPREHENSIVE			500		500
PREMIUMS:  COMPULSORY BI  PIP  OPT BI	78 5 172	78 5 172	1184 53 2106	161 7 287	1076 48 1915
PROPERTY DAMAGE MED PAY UM	162 7	162 7	1002 54 7	137 7	1035 54 7
COMPREHENSIVE TOWING			300		620
TOTAL	424	424	4706	599	4755

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE \*\*APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES 001 SPV 12 PAGE 3

SCHEDULE OF COVERED ITEM THREE. AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

INSURED'S NAME: POLONEZ PARCEL SERVICE INC. & CA TO 49 10 98 UNIVERSAL TRAVEL SERVICE								
COVERI				COUNTY	TERR	ISO/	USE CLASS GVW/GCW	
AUTO		RAGING		TOWN	ZONE	STAT	OR SEAT	
NO		& STATE	ZIP COD		CODE	CODE	CAPACITY	
	WEST SPRINGF		MA 01089	4250		36629	33000	
16			MA 01089	4250		33629	33000	
17	WEST SPRINGF			4250		67629	33000	
18	WEST SPRINGF							
19	WEST SPRINGF		MA 01089	4250		67629	00000	
20	WEST SPRINGF	LD	MA 01089	4250	000	50629	80000	
COVER	5.U							
AUTO	طام		VEHICLE ID	NO	COST	LIMIT	OF AGE	
NO	YEAR MAKE/I	KONRT.	(VIN)	210	NEW	LIAB	GROUP	
16	04 FREIGHT		VACXCS84HM587	68	60620	ACV		
	04 FREIGHT		FFP1E94K0003		57303	ACV		
17	<b>—</b> — — — — — — — — — — — — — — — — — —		W1A5321TS0057		3,303	22.00	2	
18							2	
19	95 STOU SE		N1A5321SS9421		92960	ACV		
20	05 FREIGHT	TINER IF	JJA6CK15LN476	20	92900	AUV	r estata	150
		COVERED	COVERED	COVERED	COVE	RED	COVERED	
		AUTO 16	AUTO 17	AUTO 18	AUTO	19	AUTO 20	
מצחזוני	TIBLES:							
	EHENSIVE	500	500				500	
COMPIG	COTTINIAN T A YS	500						
PREMI	UMS:							
COI	MPULSORY BI	1076	1076	185	1.	61	1184	
	PIP	48	48	. 8		7	53	
	OPT BI	1915	1915	329	2	87	2106	
ומחשם	ERTY DAMAGE	1035	1035	156	1:	37	1002	
# TOT !	MED PAY	54	54				54	
	UM Can	7	7	7		7	7	
CO	MPREHENSIVE	415	415	•			908	
CO	TOWING	TIJ	The site and				,	
	TOMTMG							

4550

4550

TOTAL

SPV 12

685

599

5314

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE \*\*APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES PAGE 4 001

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Step 1. Sept. Sep

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, WITH ITS PERMISSION. COPYRIGHT, INSURANCE SERVICES OFFICE, 1990

EXPLANATION OF CERTAIN ENTRIES OR THE ABSENCE THEREOF ON CA TO 49 10 98

THE ABSENCE OF AN ENTRY IN PREMIUM SPACES FOR A COVERAGE SHALL MEAN THAT INSURANCE IS NOT AFFORDED FOR THE DESIGNATED AUTO.

THE ABBREVIATION 'ACV' IN THE 'LIMIT OF LIABILITY' SPACE SHALL MEAN 'ACTUAL CASH VALUE'.

THE ABBREVIATION 'BI' SHALL MEAN 'BODILY INJURY'.

THE ABBREVIATION 'GVW' SHALL MEAN 'GROSS VEHICLE WEIGHT'.

THE ABBREVIATION 'GCW' SHALL MEAN 'GROSS COMBINED WEIGHT'.

THE ABBREVIATION 'PIP' SHALL MEAN 'PERSONAL INJURY PROTECTION' OR 'EQUIVALENT NO-FAULT COVERAGE'.

THE ABBREVIATION 'PD' SHALL MEAN 'PROPERTY DAMAGE'.

THE ABBREVIATION 'SPV' SHALL MEAN 'SELF PROPELLED VEHICLES'.

THE ABBREVIATION 'SPEC CAUSES' SHALL MEAN 'SPECIFIED CAUSES OF LOSS' AS DEFINED IN THE POLICY.

OTHER ABBREVIATIONS DESIGNATED BELOW ARE DEFINED AS FOLLOWS THE ABBREVIATION 'CAC' SHALL MEAN 'COMBINED ADDITIONAL COVERAGE'.
THE ABBREVIATION 'F' SHALL MEAN 'FIRE COVERAGE' ONLY.
THE ABBREVIATION 'FT' SHALL MEAN 'FIRE & THEFT COVERAGE'.

THE ABBREVIATION 'FC' SHALL MEAN 'FIRE & COMBINED ADDITIONAL COVERAGES'.

THE ABBREVIATION 'MED PAY' SHALL MEAN 'MEDICAL PAYMENTS'.

THE ABBREVIATION 'UM' SHALL MEAN 'UNINSURED MOTORIST'.

THE ABBREVIATION 'UIM' SHALL MEAN 'UNDERINSURED MOTORIST'.

THE ABBREVIATION 'LTD COLLISION' SHALL MEAN 'LIMITED COLLISION'.



One Tower Square, Hartford, Connecticut 06183

MASS AUTO COMMON POLICY DECLARATIONS ISSUE DATE: 02/02/05

POLICY NUMBER: A5-820-9456A629-IND-05

INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANY

**Carrier** 

- 1. NAMED INSURED AND MAILING ADDRESS: POLONEZ PARCEL SERVICE INC. & UNIVERSAL TRAVEL SERVICE P.O. BOX 564 EAST LONGMEADOW, MA 01028
- 2. POLICY PERIOD: From 01/01/05 to 01/01/06 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS Premises Bldg. Loc. No. No. Occupancy

Address

- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: CA TO 48 10 98 IND TRUCKERS COV PART DECLARATIONS
  - 5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
  - 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions: Insuring Company Policy No. Policy

DIRECT BILL 7. PREMIUM SUMMARY: \$ 64,187 Provisional Premium Due at Inception Due at Each

NAME AND ADDRESS OF AGENT OR BROKER: COMMERCIAL INSURANCE (WW516) P O BOX 80028 SPRINGFIELD, MA 01108

COUNTERSIGNED I	BY:
Authorized Represer	ntative

DATE:

PAGE 1 OF 1 IL TO 02 11 89 OFFICE: BOSTON/QUINCY MA



POLICY NUMBER: A5-820-9456A629-IND-05

EFFECTIVE DATE: 01-01-05

**ISSUE DATE:** 02-02-05

# LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO	02	11	89		POLICY DECLARATIONS
IL T8	01	10	93	FORMS,	ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO	01	05	03	COMMON	POLICY CONDITIONS

## COMMERCIAL AUTOMOBILE

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CA TO 48 10 98	MA-TRUCKERS DEC ITEMS 1 & 2
CA TO 49 10 98	MA-TRUCKERS DEC ITEM 3
CA TO 50 10 98	MA - TRUCKERS DEC ITEMS 4 & 5
CA 00 12 10 01	TRUCKERS COVERAGE FORM
MM 99 11 09 02	MASSACHUSETTS MANDATORY END
MCS 90	MCS-90 MOTOR CARRIER - PUBLIC LIAB
CA 00 22 02 99	CHNGS IN COML AUTO COV FORMS
CA 23 17 12 93	TRUCKERS-INTERMODAL INTERCHANGE END
MM 99 13 09 98	AUTO MEDICAL PAYMENTS COVERAGE
MM 99 54 09 98	UIM MOTORISTS COVERAGE-MA
MM 99 55 09 02	POLLUTION LIABILITY-BROADENED COV-MA
MM 99 67 09 98	MASSACHUSETTS CHANGES
CA T9 97 09 04	FED TERRORISM RISK INS ACT DISCLOSURE
CA 23 56 11 02	CAP ON LOSSES FROM CERT ACTS OF TERROR
MM 99 23 09 98	RATE MODIFICATION
CA T8 00	MA CESSION NOTICE

# INTERLINE ENDORSEMENTS

IL 00 21 04 98 NUCLEAR ENERGY LIABILITY EXCLUSION



# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

POLONEZ PARCEL SERVICE INC. & issued to MA of EAST LONGMEADOW UNIVERSAL TRAVEL SERVICE 300 CROWN COLONY DR this <u>02</u> day of <u>02</u> Dated at QUINCY MA Effective Date \_\_01-01-05 Amending Policy No. <u>A5-820-9456A629-IND-05</u> Name of Insurance Company TRAVELERS INDEMNITY COMPANY Countersigned by: Telephone Number \_\_ Authorized Company Representative The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown: X This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident. This insurance is excess and the company shall not be liable for amounts in excess of \$ \_ for each accident. for each accident in excess of the underlying limit of \$ \_ Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

# **DEFINITIONS AS USED IN THIS ENDORSEMENT**

ACCIDENT includes continuous or repeated exposure to conditions which result in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall re-

discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

lieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

MCS-90 (Rev.4-00) Page 1 of 2

# **SCHEDULE OF LIMITS Public Liability**

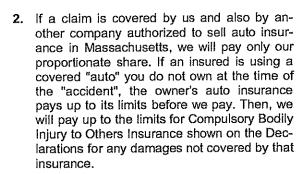
	Type of Carriage	Commodity Transported	Minimum Insurance
(1	)_For-hire_(In interstate or foreign commerce).	Property (nonhazardous).	750,000
(2	) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000
(3	For-hire and Private (In interstate	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in	1,000,000
· ·	or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	
(4	) For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# **SCHEDULE OF LIMITS Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000



#### PERSONAL INJURY PROTECTION COVERAGE

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident".

#### A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto "accident".

Benefits are paid only for expenses or losses actually incurred within two years after the "accident".

We will pay three kinds of benefits:

#### 1. Medical Expenses

We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

#### 2. Lost Wages

If an injured person is out of work because of the "accident", we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident". We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident", we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident". Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident". In that case, we will pay for lost wages resulting from any

other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

#### 3. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

#### B. Who is An insured

- You and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
  - a. "occupying" a covered "auto";
  - b. "occupying" an auto which does not have Massachusetts Compulsory Auto Insurance: or
  - c. a "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.

## 2. Any other person while:

- a. "occupying" a covered "auto" with your consent;
- b. a pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

#### C. Exclusions

This coverage does not apply to:

- Anyone who, at the time of the "accident", was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
- Anyone who contributed to his or her injury by operating an auto:
  - a. While under the influence of alcohol, marijuana, or a narcotic drug.
  - While committing a felony or seeking to avoid arrest by a police officer.
  - With the specific intent of causing injury to himself, herself or others.
- 3. Anyone who is entitled to workers' compensation benefits for the same injury.



# COMMERCIAL INSURANCE

# A Custom Insurance Policy Prepared for:

POLONEZ PARCEL SERVICE INC. & UNIVERSAL TRAVEL SERVICE P.O. BOX 564 **EAST LONGMEADOW MA 01028** 

Presented by: COMMERCIAL INSURANCE



## One Tower Square, Hartford, Connecticut 06183

MASS AUTO COMMON POLICY DECLARATIONS ISSUE DATE: 02/02/05

POLICY NUMBER: A5-820-9456A629-IND-05

INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANY

- 1. NAMED INSURED AND MAILING ADDRESS: POLONEZ PARCEL SERVICE INC. & UNIVERSAL TRAVEL SERVICE P.O. BOX 564 BAST LONGMEADOW, MA 01028
- 2. POLICY PERIOD: From 01/01/05 to 01/01/06 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS Premises Bldg. Loc. No. No. Occupancy Address

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- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: TRUCKERS COV PART DECLARATIONS CA TO 48 10 98 IND
- 5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
- 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions: Policy Policy No. Insuring Company
- DIRECT BILL 7. PREMIUM SUMMARY: Provisional Premium \$ 64,187 Due at Inception Due at Each

NAME AND ADDRESS OF AGENT OR BROKER: COMMERCIAL INSURANCE (WW516) P O BOX 80028 SPRINGFIELD, MA 01108

COUNTERSIGNED	BY:
---------------	-----

Authorized Representative
DATE:

IL TO 02 11 89 PAGE 1 OF 1 OFFICE: BOSTON/QUINCY MA



POLICY NUMBER: A5-820-9456A629-IND-05

EFFECTIVE DATE: 01-01-05

**ISSUE DATE:** 02-02-05

# LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL	T0	02	11	89	COMMON	POLICY DECLARATIONS
IL	T8	01	10	93	FORMS,	ENDORSEMENTS AND SCHEDULE NUMBERS
IL	T0	01	05	03	COMMON	POLICY CONDITIONS

## COMMERCIAL AUTOMOBILE

CA TO 48 10 98	MA-TRUCKERS DEC ITEMS 1 & 2
CA TO 49 10 98	MA-TRUCKERS DEC ITEM 3
CA TO 50 10 98	MA - TRUCKERS DEC ITEMS 4 & 5
CA 00 12 10 01	TRUCKERS COVERAGE FORM
MM 99 11 09 02	MASSACHUSETTS MANDATORY END
MCS 90	MCS-90 MOTOR CARRIER - PUBLIC LIAB
CA 00 22 02 99	CHNGS IN COML AUTO COV FORMS
CA 23 17 12 93	TRUCKERS-INTERMODAL INTERCHANGE END
MM 99 13 09 98	AUTO MEDICAL PAYMENTS COVERAGE
MM 99 54 09 98	UIM MOTORISTS COVERAGE-MA
MM 99 55 09 02	POLLUTION LIABILITY-BROADENED COV-MA
MM 99 67 09 98	MASSACHUSETTS CHANGES
CA T9 97 09 04	FED TERRORISM RISK INS ACT DISCLOSURE
CA 23 56 11 02	CAP ON LOSSES FROM CERT ACTS OF TERROR
MM 99 23 09 98	RATE MODIFICATION
CA T8 00	MA CESSION NOTICE

# INTERLINE ENDORSEMENTS

IL 00 21 04 98 NUCLEAR ENERGY LIABILITY EXCLUSION

# **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions:

# A. CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
- 5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **B. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

# C. EXAMINATION OF YOUR BOOKS AND RE-CORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

# D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;

- Give you reports on the conditions we find; and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- 2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### E. PREMIUMS

- The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - Will be the payee for any return premiums we pay.
- 2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

# F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have rights and duties but only with respect to that property.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, The Travelers agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the

company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Common Policy Declarations by our authorized representative.

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

\* The Travelers Indemnity Company of Connecticut (TCT)
The Travelers Indemnity Company of America (TIA)

General Counsel & Secretary

Chairman of the Board & Chief Executive Officer

and the second of the second o

alu J. Clarke

<sup>\*</sup>Formerly known as the Travelers Indemnity Company of Rhode Island (TRI)

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# **COMMERCIAL AUTOMOBILE**

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# **COMMERCIAL AUTOMOBILE**



#### THE TRAVELERS INDEMNITY COMPANY

TRUCKERS COVERAGE PART DECLARATIONS ISSUE DATE: 02-02-05 RW

ITEM ONE:

POLICY NUMBER: A5-820-9456A629-IND-05

INSURING COMPANY:

THE TRAVELERS INDEMNITY COMPANY

Declarations Period: From: 01-01-05 to 01-01-06 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERM OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

#### ITEM TWO:

#### A. SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "auto" shown as covered "auto". "Auto" are shown as covered "auto" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGE	COVERED AUTO SYMBOL		LIMITS OF INSURANCE	_		PREMIUM		
COMPULSORY BODILY INJURY	41	\$ \$			PERSON ACCIDENT	\$	15,483	
PERSONAL INJURY PROTEC	44 TION	\$	8,000	EACH	PERSON	\$	698	
LIABILITY	41	\$	1,000,000	EACH	ACCIDENT	\$	41,736	
MEDICAL PAYMENTS	46	\$	5,000	EACH	PERSON	\$	653	
UNINSURED MOTO (COMPULSORY L \$20,000/ \$40,000)		\$ \$			PERSON ACCIDENT	\$	147	
UNDERINSURED MOTORISTS	45	\$ \$			PERSON ACCIDENT			

CA TO 48 10 98 PRODUCER COMMERCIAL INSURANCE WW516

PAGE (CONTINUED) OFFICE BOST/QUI 011



# THE TRAVELERS INDEMNITY COMPANY

TRUCKERS

COVERAGE PART DECLARATIONS ISSUE DATE: 02-02-05 RW

POLICY NUMBER: A5-820-9456A629-IND-05

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE	PREMIUM		
TRAILER INTER COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST \$ OF REPAIR, WHICHEVER IS LESS	6		
TRAILER INTER COLLISION COVERAGE	48	ACTUAL CASH VALUE OR COST \$ OF REPAIR, WHICHEVER IS LESS MINUS DEDUCTIBLE SHOWN IN THE SCHEDULE OF COVERED AUTOS YOU OWN FOR EACH COVERED AUTO			
PHYSICAL DAMA COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST \$ OF REPAIR, WHICHEVER IS LESS MINUS DEDUCTIBLE SHOWN IN THE SCHEDULE OF COVERED AUTOS YOU OWN FOR EACH COVERED AUTO	5,427		
PHYSICAL DAMA TOWING AND LABOR	GE 46	\$ 25 FOR EACH DISABLEMENT OF A PRIVATE "AUTO"	INCL		

- B. AUDIT PERIOD:
- C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS: SYMBOL 41-50: SEE TRUCKERS COVERAGE FORM, SECTION 1-COVERED AUTOS



#### THE TRAVELERS INDEMNITY COMPANY

TRUCKERS COVERAGE PART DECLARATIONS ISSUE DATE: 02-02-05 RW

POLICY NUMBER: A5-820-9456A629-IND-05

- D. LOSS PAYABLE CLAUSE
- 1. WE WILL PAY YOU AND THE LOSS PAYEE NAMED IN THE POLICY FOR "LOSS" FOR A COVERED "AUTO", AS INTEREST MAY APPEAR.
- THE INSURANCE COVERED THE INTEREST OF THE LOSS PAYEE UNLESS THE "LOSS" RESULTS FROM CONVERSION, SECRETION OR EMBEZZLEMENT ON YOUR PART.
- WE MAY CANCEL THE POLICY AS ALLOWED BY THE CANCELLATION COMMON POLICY CONDITION. CANCELLATION ENDS THIS AGREEMENT AS TO THE LOSS PAYEE'S INTEREST. IF WE CANCEL THE POLICY WE WILL MAIL YOU AND THE LOSS PAYER THE SAME ADVANCE NOTICE.
- 4. IF WE MAKE ANY PAYMENT TO THE LOSS PAYEE, WE WILL OBTAIN THEIR RIGHTS AGAINST ANY OTHER PARTY.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER

LOSS PAYEE (Name and Address)

SCHEDULE OF COVERED ITEM THREE. AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

INSUR	ED'S 1	NAME: POLONEZ PA UNIVERSAL		RVICE INC.	&	C.	A TO 49	10 98
		ONLVERDAN	T TOTA TITE	DERVICE				USE CLASS
COVER	ED				COUNTY	TERR	ISO/	GVW/GCW
AUTO		GARAGING			TOWN	ZONE	STAT	OR SEAT
NO		CITY & STATE		ZIP CODE	CODE	CODE	CODE	CAPACITY
1	WEST	SPRINGFLD	MA	01089	4250	000	50629	80000
2	WEST	SPRINGFLD	MA	01089	4250	000	50629	80000
3	WEST	SPRINGFLD	MA	01089	4250	000	67629	
4	WEST	SPRINGFLD	MA	01089	4250	000	33629	33000
5	WEST	SPRINGFLD	MA	01089	4250	010	67429	
COVER	ED							
AUTO			V	EHICLE ID N	TO .	COST	LIMIT (	)F AGE
NO	YEAR	MAKE/MODEL		(VIN)		NEW	LIAB	GROUP
1	00	KENWORTH TRACTR	1XKTDR	9X9YJ840438	}	41000	ACV	6
2	95	MACK TRACTOR	1M1AA1	8Y4SW045640	)	85000	ACV	9
3 -	96	TRAILMOBILE TRL	1PT01J	AH9T9002613	i			9
4	9.7	MITSUBISHI TRK	JW6FFN	1EXVM000491	* *	45800	ACV	
5	92	FRUKHAUF SEMI-T	1H2V04	824NE006968				. 9

	COVERED 1	COVERED AUTO 2	COVERED AUTO 3	COVERED AUTO 4	COVERED AUTO 5		
DEDUCTIBLES: COMPREHENSIVE	500	500		500			
COMPREHENSTAR	300	300		300			
PREMIUMS:							
COMPULSORY BI	1354	1184	185	1231	78 5		
PIP	61	53	8	55			
OPT BI	2412	2106	329	2192	172		
PROPERTY DAMAGE	1144	1002	156	1040	162		
MED PAY	59	54		54			
UM	7	7	7	7	7		
COMPREHENSIVE	282	445		238			
TOWING							
TOTAL	5319	4851	685	4817	424		

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE

<sup>\*\*</sup>APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES PAGE 001 12 1 SPV

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

	INSUR	ED'S 1	NAME: POLONEZ PA UNIVERSAL		RVICE INC. 8 SERVICE	Se Se	· C.	а то 49	10 98	
									USE CLASS	3
	COVER	ED				COUNTY	TERR	ISO/	GVW/GCW	
	AUTO		GARAGING			TOWN	ZONE	STAT	OR SEAT	
	NO		CITY & STATE		ZIP CODE	CODE	CODE	CODE	CAPACITY	
	6	WEST	SPRINGFLD	MA	01089	4250	010	67429		
	7	WEST	SPRINGFLD	MA	01089	4250	000	67629		
	8	WEST	SPRINGFLD	MA	01089	4250	000	33629	33000	
	9	WEST	SPRINGFLD	MA	01089	4250	000	50629	80000	
	10	WEST	SPRINGFLD	MA	01089	4250	000	50629	80000	
	COVER	ED								
	AUTO		,		EHICLE ID NO	)	COST	LIMIT		
	NO	YEAR	MAKE/MODEL		(VIN)		NEW	LIAB	GROUP	
	6	93	FRUEHAUF SEMI-T		820P3043941					¥
	7	93	GREAT DANE SEMI		625PS064909					
	8	01	MITSUBISHI TRK		1E11M000692		63000	ACV		
a de grande de la companya de la com	9		KENWORTH TRACTR		9X2SM642658	. g.a. (	7.4000	ACV	_	en en english maken and arman arman
Walter Day	1.0	97	KENWORTH TRACTR	1XKDDR	9X4VR754388	1.3	70,000	ACV	9	****

	COVERED AUTO 6	COVERED AUTO 7	COVERED AUTO 8	COVERED AUTO 9	COVERED AUTO 10		
DEDUCTIBLES: COMPREHENSIVE			500	500	500		
PREMIUMS:							
COMPULSORY BI	78	161	1231	1354	1184		
PIP	5	7	55	61	53		
OPT BI	172	287	2192	2411	2106		
PROPERTY DAMAGE	162	137	1040	1144	1002		
MED PAY			54	54	54		
UM	7	7	7	7	7		
COMPREHENSIVE TOWING			310	367	445		
TOTAL	424	599	4889	5398	4851		

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE \*\*APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES SPV 12 PAGE 2

TOWING

TOTAL

424

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

599

4706

4755

POLICY NUMBER: A5-820-9456A629-IND-05

INSUR	ED'S N		OLONEZ PARC			€. &		C	A TO 49	10	98	
											CLASS	
COVER	ED					+	COUNTY	TERR	ISO/		V/GCW	
AUTO		GA	RAGING				TOWN	ZONE	STAT		SEAT	
NO		CITY	& STATE		ZIP COL	E	CODE	CODE	CODE	CAL	PACITY	
11	WEST	SPRINGE	'LD	MA	01089		4250	010	67429			
12	WEST	SPRINGE	'LD	MA	01089		4250	010	67429			
13	WEST	SPRINGE	'LD		01089		4250	000	50629	8	30000	
14	WEST	SPRINGE	'LD	MA	01089		4250	000	67629			
15	WEST	SPRINGE	'LD	MA	01089		4250	000	33629	7	33000	
COVER	ED											
AUTO					EHICLE II	ON C		COST	LIMIT	OF	AGE	
NO	YEAR	MAKE/	MODEL		(VIN)			NEW	LIAB		GROUP	
11	93	STRICK	SEMI-TRL 1	LS12E9	489PD3608	881						
12			SEMI-TRL 1								_	
13	96	KENWOR1	H TRACTR 1	LXKDD6	9X2TJ683(	010		46000	ACV		9	
14	95	DANE SE			62888053			i selet ex		c . / tare	9	
15	04	MITSUBI	SHI TRK J	JL6FFP	1E24K000	336		66681	ACT	$I_{1,\infty}$ :.	9	
			COVERED		VERED						OVERED	
			AUTO 11	AU	TO 12	AU	TO 13	AUT	0 14	Αl	JTO 15	
	TIBLES										E 0.0	
COMPR	EHENSI	VE					500				500	
PREMI											1076	
CO	MPULSO		78		78		1184		161		1076	
		PIP	5		5		53		7		48	
	•	PT BI	172		172		2106		287		1915	
PROP	ERTY D		162		162		1002		137		1035	
	ME	D PAY					54		-		54	
		UM	7		7		7		7		7	
CO	MPREHE	NSIVE					300				620	

424

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE \*\*APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES 001 PAGE 3 SPV 12

ensk reder broken in der bestellt in der eine  ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

INSURED'S NAME:	POLONEZ PARCEL SERVICE INC. &	CA TO 49 10 98
	INTVERSAL TRAVEL SERVICE	

		OLIA I MATERIA	***	WWW					
COVER	ED				COUNTY	TERR	ISO/	USE CLA GVW/GCW	
AUTO		GARAGING			TOWN	ZONE	STAT	OR SEAT	:
NO		CITY & STATE		ZIP CODE	CODE	CODE	CODE	CAPACIT	Y
16	WEST	SPRINGFLD	MA	01089	4250	000	36629	33000	)
17	WEST	SPRINGFLD	MA	01089	4250	000	33629	33000	)
18	WEST	SPRINGFLD	MA	01089	4250	000	67629		
19	WEST	SPRINGFLD	MA	01089	4250	000	67629		
20	WEST	SPRINGFLD	MA	01089	4250	000	50629	80000	)
COVER AUTO	ED		,	/EHICLE ID N	o	COST	LIMIT	OF AGE	
NO	YEAR	MAKE/MODEL	,	(VIN)	•	NEW	LIAB	GROU	
16	04	FREIGHTLINER	1FVAC	KCS84HM58768		60620	ACV		-
17	04	MITSUBISHI TRK		P1E94K000365		57303	ACT		
18	96	STOU SEMI TRLR	1DW1A	321TS005738				2	
19.	-95	STOU SEMI TRLR	1DW1A	532188942197				22	
20	0.5	FREIGHTLINER	1FUJA	CK15LN47620		92960	ACT	r : :::1	

	COVERED AUTO 16	COVERED AUTO 17	COVERED AUTO 18	COVERED AUTO 19	COVERED AUTO 20
DEDUCTIBLES:					~ ~ ~
COMPREHENSIVE	500	500			500
PREMIUMS:					
COMPULSORY BI	1076	1076	185	161	1184
PIP	48	48	8	7	5 <b>3</b>
OPT BI	1915	1915	329	287	2106
PROPERTY DAMAGE	1035	1035	156	137	1002
MED PAY	54	54			54
UM	7	7	7	7	7
COMPREHENSIVE TOWING	415	415			908
TOTAL	4550	4550	685	599	5314

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE

<sup>\*\*</sup>APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES SPV 12 PAGE 4 001

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN (SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: A5-820-9456A629-IND-05

INSURED'S NAME: POLONEZ PARCEL SERVICE INC. &

CA TO 49 10 98

UNIVERSAL TRAVEL SERVICE

USE CLASS

COVER	ED				COUNTY	TERR	ISO/	GVW/GCW
AUTO		GARAGING			TOWN	ZONE	STAT	OR SEAT
МО		CITY & STATE		ZIP CODE	CODE	CODE	CODE	CAPACITY
21	WEST	SPRINGFLD	MA	01089	4250	000	50629	80000

COVERED

VEHICLE ID NO COST LIMIT OF AGE AUTO NEW LIAB NO YEAR MAKE/MODEL (VIN) GROUP 21 05 FREIGHTLINER 1FUJA6CV25PU84739 78785 ACV

and the company of the Marketine beautiful to the control of the c

	COVERED AUTO 21	COVERED AUTO	COVERED AUTO	COVERED AUTO	COVERED AUTO
DEDUCTIBLES:					
COMPREHENSIVE	500				
PREMIUMS:					
COMPULSORY BI	1184				
PIP	53				
OPT BI	2106				
PROPERTY DAMAGE	1002				
MED PAY	54				
UM	7				
COMPREHENSIVE	682				
TOWING					
TOTAL	5088				

<sup>\*</sup> APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE

<sup>\*\*</sup>APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES SPV 12 PAGE 5 001

**ISSUE DATE: 02-02-05** 

# TRUCKERS COVERAGE PART DECLARATIONS (CONT.)

POLICY NO.: A5-820-9456A629-IND-05

# **ITEM FOUR**

# SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE-RATING BA	ISIS, COST OF HIRE-AUTOS USED IN Y	OUR TRUCKING OPERATIONS
ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE	, TOTAL ESTIMATED PREMIUM
IF ANY	2.231	118
		i

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

# LIABILITY COVERAGE-RATING BASIS, COST OF HIRE-AUTOS NOT USED IN YOUR TRUCKING **OPERATIONS**

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liab. Cov. is primary)	PREMIUM
		. 4		
	n . v ·		TOTAL PREMIUM	

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

# PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR \$ , WHICHEVER IS LESS, MINUS \$ Ded. FOR EACH COVERED AUTO.			
	BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.			
SPECIFIED	ACTUAL CASH VALUE, COST OF REPAIRS OR \$ , WHICHEVER IS LESS, MINUS			
CAUSES OF LOSS	\$25 Ded. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
	ACTUAL CASH VALUE, COST OF REPAIRS OR \$, WHICHEVER IS LESS, MINUS			
COLLISION	\$ Ded. FOR EACH COVERED AUTO.		TOTAL PREMIUM	13

# ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
	Number of Employees	75	\$
Other than a Social Service Agency	Numbers of Partners	75	\$
Social Service Agency	Number of Employees	***************************************	\$
	Number of Volunteers		\$
		TOTAL PREMIUM	\$

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EXPLANATION OF CERTAIN ENTRIES OR THE ABSENCE THEREOF ON CA TO 49 10 98

THE ABSENCE OF AN ENTRY IN PREMIUM SPACES FOR A COVERAGE SHALL MEAN THAT INSURANCE IS NOT AFFORDED FOR THE DESIGNATED AUTO.

THE ABBREVIATION 'ACV' IN THE 'LIMIT OF LIABILITY' SPACE SHALL MEAN 'ACTUAL CASH VALUE'.

THE ABBREVIATION 'BI' SHALL MEAN 'BODILY INJURY'.

THE ABBREVIATION 'GVW' SHALL MEAN 'GROSS VEHICLE WEIGHT'.

THE ABBREVIATION 'GCW' SHALL MEAN 'GROSS COMBINED WEIGHT'.

THE ABBREVIATION 'PIP' SHALL MEAN 'PERSONAL INJURY PROTECTION' OR 'EQUIVALENT NO-FAULT COVERAGE'.

THE ABBREVIATION 'PD' SHALL MEAN 'PROPERTY DAMAGE'.

THE ABBREVIATION 'SPV' SHALL MEAN 'SELF PROPELLED VEHICLES'.

THE ABBREVIATION 'SPEC CAUSES' SHALL MEAN 'SPECIFIED CAUSES OF LOSS' AS DEFINED IN THE POLICY.

OTHER ABBREVIATIONS DESIGNATED BELOW ARE DEFINED AS FOLLOWS

THE ABBREVIATION 'CAC' SHALL MEAN 'COMBINED ADDITIONAL COVERAGE'.

THE ABBREVIATION 'F' SHALL MEAN 'FIRE COVERAGE' ONLY.
THE ABBREVIATION 'FT' SHALL MEAN 'FIRE & THEFT COVERAGE'

THE ABBREVIATION 'FC' SHALL MEAN 'FIRE & COMBINED ADDITIONAL COVERAGES'.

THE ABBREVIATION 'MED PAY' SHALL MEAN 'MEDICAL PAYMENTS'.

THE ABBREVIATION 'UM' SHALL MEAN 'UNINSURED MOTORIST'.

THE ABBREVIATION 'UIM' SHALL MEAN 'UNDERINSURED MOTORIST'.

THE ABBREVIATION 'LTD COLLISION' SHALL MEAN 'LIMITED COLLISION'.

# TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI -Definitions.

#### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

# A: Description Of Covered Auto Designation **Symbols**

# Symbol

# **Description Of Covered Auto Designation Symbols**

- 41 = Any "Autos"
- 42 = Owned "Autos" Only

Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

43 = Owned Commercial "Autos" Only

Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

44 = Owned "Autos" Subject To No-Fault

Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

**45** = Owned "Autos" Subject To A Compulsory Uninsured Motorists Law

> Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

46 = Specifically Described "Autos"

Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).

47 = Hired "Autos" Only

Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

48 = "Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement

> Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

49 = Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement

> Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to

a "trailer" in the possession of anyone else does not apply to that coverage.

#### 50 = Nonowned "Autos" Only

Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 41, 42, 43, 44 or 45 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- "Mobile equipment" while being carried or towed by a covered "auto".
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II - LIABILITY COVERAGE

#### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who is An insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
  - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower or

any of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker" or his or her agents or "employees", other than you and your "employees":
  - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
  - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily

injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) Is being transported by the carrier; or
- (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

# 2. Coverage Extensions

### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

#### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-

fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

#### **B.** Exclusions

This insurance does not apply to any of the following:

# 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### 2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

#### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

## 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

# 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto": or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

# 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

## 9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In the exclusion, your work means:

 Work or operations performed by you or on your behalf; and

 Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from

any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part

# SECTION III - TRAILER INTERCHANGE COVER-AGE

#### A. Coverage

 We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

# verse a server of the act Comprehensive Coverage.

From any cause except:

- The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

### c. Collision Coverage

Caused by:

- The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.
- 2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a

coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. Coverage Extensions

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

#### **B.** Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war:
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for loss of use.

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

#### C. Limit Of Insurance And Deductible

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

- 1. The actual cash value of the damaged or stolen property at the time of the "loss".
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 3. The Limit of Insurance shown in the Declara-

# SECTION IV - PHYSICAL DAMAGE COVERAGE

# A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

# c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

# 2. Towing - Private Passenger Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

### 3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- "Loss" caused by hitting a bird or animal;
- "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extension

#### a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

# b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## **B.** Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil we will war; and was to the second and was a second and the
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any of the follow
  - a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
  - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.
  - c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- Any accessories used with the electronic equipment described in Paragraph e. above.

#### Exclusions 2.e. and 2.f. do not apply to:

- Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limits Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

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For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### **SECTION V - TRUCKERS CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties in The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

 a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
  - Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

# 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

# 4. Loss Payment - Physical Damage Coverages

At our option we may:

- Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

# 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

#### **B.** General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

# 4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

# 5. Other Insurance – Primary And Excess Insurance Provisions

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker": However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:
  - (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
  - (2) Excess if the power unit is not a covered "auto".
- **b.** Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- d. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we

will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

. . . . . . . . . . . .

- a. The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

# 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- **a.** During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- The territories and possessions of the United States of America;
- c. Puerto Rico:
- d. Canada; and
- e. Anywhere in the world if:
  - (1) A covered "auto" of the "private passenger" type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

# 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## **SECTION VI - DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority demanding,

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
  - (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured Contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route

or territory that person or organization is authorized to serve by public authority.

- "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or dam-
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permaneur de la covered pollution cost or expense", or nentivi mounted:

  2. A "covered pollution cost or expense", and are self-to-serve option nently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  - 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;

- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- N. "Property damage" means damage to or loss of use of tangible property.
- O. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "prop-
  - to which this insurance applies, are alleged. "Suit" includes:
    - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- P. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes
- Q. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.
- R. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.

# THIS ENDORSEMENT CHANGES THE POLICY TO COMPLY WITH MASSACHUSETTS LAW, PLEASE READ IT CAREFULLY.

# MASSACHUSETTS MANDATORY ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Condition A., Cancellation, is replaced by the following:

#### A. Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

- You have not paid your premium on this policy.
- 2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
  - Your driver's license or auto registration has been under suspension or revocation during the policy period.

If the driver's license or auto registration of anyone residing in your household who usually operates a covered "auto" has been under suspension or revocation during the policy period, we may suspend coverage for that person for all coverages under this policy except those coverages and limits required under Massachusetts law to register a motor vehicle.

We can cancel any coverage we are not required by Massachusetts law to sell you if we do so within the first 90 days of the policy period. Also, we can cancel in the same manner coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Massachusetts law provides that your policy automatically terminates when:

- You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.
- You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
- 3. If you transfer title to a covered "auto" and you do not register another auto, this policy

will terminate 30 days from the date of transfer of title.

However, if more than one covered "auto" is described on the Declarations, the termination of coverage applies only to the "auto" involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United Stated Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

If we cancel the insurance provided under this policy for Massachusetts registered vehicles, the cancellation is not effective unless we send the required notice to the Massachusetts Registry of Motor Vehicles.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

If you think that we have cancelled the insurance for a covered auto illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Condition C., Examination of Your Books and Records, is replaced by the following:

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to premium for this policy at any time during the policy period and up to three years afterward.

#### **COMPULSORY BODILY INJURY TO OTHERS** COVERAGE

#### A. Coverage

We will pay all sums an insured legally must pay as damages because of "bodily injury" caused by a covered "auto" in Massachusetts "accidents". The damages we will pay are the amounts the injured person is entitled to collect for "bodily injury" through a court judgment or settlement.

We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with the court's permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

- 1. Who is an insured:
  - a. You.
  - b. Anyone else using a covered "auto" with your consent.

#### 2. Coverage Extension

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments are included in and not in addition to any payment otherwise payable under any Coverage Extension agreement of the policy.

#### **B.** Exclusions

This insurance does not apply to:

- 1. "Bodily injury" to guest occupants of a covered "auto".
- 2. "Accidents" outside of Massachusetts or in places in Massachusetts where the public has no right of access.
  - 3. "Bodily injury" to any "employee" of the insured if entitled to Massachusetts workers' compensation benefits.

#### C. Limits Of Insurance

The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is \$40,000. This is the most we will pay as the result of a single "accident" no matter how many covered autos or premiums are shown on the Declarations. The limits shown on the Declarations for this coverage are included in and not in addition to the limits shown for Liability Coverage on the Declarations.

#### D. Additional Conditions

1. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this policy or the registration for a covered "auto". We must also pay even if you or the legally responsible person fails to cooperate with us after the "accident". We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.

2. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If an insured is using a covered "auto" you do not own at the time of the "accident", the owner's auto insurance pays up to its limits before we pay. Then, we will pay up to the limits for Compulsory Bodily Injury to Others Insurance shown on the Declarations for any damages not covered by that insurance.

#### PERSONAL INJURY PROTECTION COVERAGE

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident".

#### A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto "accident". Benefits are paid only for expenses or losses actually incurred within two years after the "accident".

We will pay three kinds of benefits:

#### 1. Medical Expenses

We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

#### 2. Lost Wages

If an injured person is out of work because of the "accident", we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident". We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident", we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident". Some people have a wage continuation program at work, If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident". In that case, we will pay for lost wages resulting from any

other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

#### 3. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

#### B. Who is An Insured

- You and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
  - a. "occupying" a covered "auto";
  - b. "occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
  - c. a "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.

#### 2. Any other person while:

- a. "occupying" a covered "auto" with your consent;
- b. a pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

### C. Exclusions

This coverage does not apply to:

- Anyone who, at the time of the "accident", was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
- 2. Anyone who contributed to his or her injury by operating an auto:
  - **a.** While under the influence of alcohol, marijuana, or a narcotic drug.
  - **b.** While committing a felony or seeking to avoid arrest by a police officer.
  - c. With the specific intent of causing injury to himself, herself or others.
- Anyone who is entitled to workers' compensation benefits for the same injury.

Document 13-3

#### D. Limit Of Insurance

For any one "accident", we will pay as many people as are injured, but the most we will pay for all benefits to any one person is \$8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses ("health plan"). If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of \$2,000 under this coverage. We will not pay for medical expenses in excess of \$2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

#### E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

- 1. If the "accident" is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
- 2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
- 3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
- 4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most.

In that case, each insurer will pay only its proportionate share. We will not pay benefits

- under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.
- 5. We must be authorized to obtain medical reports and other records pertinent to the claim.
- Within two years after an "accident", we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy fora period of two years after the "accident". Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

#### F. Definitions

The following definitions are added for Personal Injury Protection Coverage:

- 1. "Occupying" means in, upon, getting in, on, out or off.
- 2. "Pedestrian" includes anyone incurring injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

## **UNINSURED MOTORISTS COVERAGE**

#### A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the insured caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".

The most we will pay for damages to or for anyone injured in the following situations is \$35,000 for each person and \$80,000 for each "accident" or the limits you purchased, whichever is less:

- 1. Anyone injured while using an "auto" without the consent of the owner.
- 2. Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

#### 1. Who is an Insured

- a. You, while "occupying" a covered "auto", while "occupying" an "auto" you do not own, or if injured as a pedestrian.
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member", while "occupying" a covered "auto", while "occupying" an "auto" not owned by you, or if injured as a "pedestrian".

If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any "household member" who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance with higher limits.

- c. Anyone else while "occupying" a covered and a second of "auto". We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance.
  - d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we will only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while "occupying" an "auto" you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any "household member" if struck by, or while "occupying" an "auto" owned by that "household member" which does not have Massachusetts compulsory auto insurance.

#### B. Limits Of Insurance

- 1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one "accident" is shown on the Declarations as the "each person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one "accident" is shown on the Declarations as the "each accident" limit. This is the most we will pay as the result of a single "accident".
- 2. The limits of two or more "autos" or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.
- 3. We will not make payments under this coverage which duplicate payments under the Uninsured Motorists Coverage of any other auto
- 4. We will reduce the damages an injured person is entitled to recover by:
  - a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.
  - b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

### C. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

- 1. Other Insurance is deleted.
- 2. Two or More Coverage Forms or Policies Issued By Us is deleted.

#### D. Additional Conditions

The following conditions are added for Uninsured Motorists Coverage:

#### Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

#### 2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

#### E. Definitions

The following definitions are added for Uninsured Motorists Coverage:

- "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- 2. "Occupying" means in, upon, getting in, on, out or off.
  - "Uninsured motor vehicle" means a land motor vehicle or trailer:
    - To which no "bodily injury" liability policy or bond applies at the time of the "accident".
    - b. To which a "bodily injury" liability policy or bond applies at the time of the "accident", but the insuring or bonding company denies coverage or becomes insolvent.
    - Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or someone who is legally self-insured.
- b. Owned or regularly used by you.
- Designed for use mainly off public roads while not on public roads.
- d. Operated on rails or crawler treads.
- e. While located for use as a residence or premises.

#### LIABILITY COVERAGE

#### A. Coverage

The third paragraph is replaced by the following: We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

#### **B.** Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are \$35,000 each person and \$80,000 each "accident" for "bodily injury" and \$5,000 each "accident" for "property damage". This change, however, does not apply to liability assumed under a contract or agreement.

#### C. Limit Of Insurance

The Limit of Insurance is changed by adding the following:

If the limits of insurance for any vehicle or coverage are shown separately for "bodily injury" and "property damage", the following applies:

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident", our limit of liability is as follows:

- The most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for "each person".
- 2. Subject to the limit for "each person", the most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries resulting from "bodily injury" for two or more people caused by any one

"accident" is the limit of Bodily Injury Liability shown on the Declarations for "each accident".

3. The most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from "property damage" caused by any one "accident" is the limit of Property Damage Liability shown on the Declarations.

#### PHYSICAL DAMAGE COVERAGE

#### A. Coverage

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- "Loss" caused by contact with a bird or ani-
- b. "Loss" caused by falling objects or missiles; and a control of the c. Glass breakage.

However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

# **B.** Exclusions

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Exclusion 4.c. of the Business Auto Coverage Form and Exclusion 2.e. of the Truckers Coverage Form are replaced by the following:

Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals. This exclusion does not apply to electronic equipment designed solely for:

- 1. the reproduction of sound,
- 2. vehicle recovery and anti-theft device systems, or
- 3. safety warning systems.

# C. Limit Of Insurance

Limit of Insurance is changed by adding the following:

If the repair of a damaged part will impair the operational safety of the covered "auto", we will replace the part.

#### D. Deductible

Deductible is replaced by the following:

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or sto-

- len property will be reduced by the applicable deductible shown on the Declarations.
- 2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.
- 3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

#### E. Additional Conditions

The following Conditions are added for Physical Damage Coverage:

### 1. Claims Handling

You must allow us to have the "auto" appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have the covered "auto" repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your "auto" available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have the covered "auto" repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have the covered "auto" repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of the covered "auto" and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

#### 2. Total Loss

If we pay for the total "loss" of a covered "auto:"

- a. We will suspend Collision or Limited Collision coverage for the damaged covered "auto" until the covered "auto" passes a Motor Vehicle Safety Inspection Test.
- b. We may suspend coverage for a fire or theft "loss" under Comprehensive or Specified Causes of Loss Coverage for any replacement "auto" unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired it
- c. We have the right, if we so choose, to take title to the "auto". We also have the right, if we so choose, to take any damaged part for which we pay.

# 3. Sales Tax

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If we pay for a loss to a covered "auto" under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the loss of an auto.

# 4. Loss Payee

When the Declarations shows that a loss payee has a secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft, or any other means of disposal committed by you or at your direction.

When we pay any loss payee we shall, to the extent of our payment, have the right to exercise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

# 5. Pre-insurance inspection

Massachusetts law requires that we inspect certain motor vehicles before providing Physical Damage Coverage. In some cases, we may defer the required inspection of the covered "auto" for ten calendar days (not including legal holidays/and Sundays) following the effective date of coverage. If you do not have the covered "auto" inspected within the time allowed, coverage for that "auto" will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

#### **BUSINESS AUTO CONDITIONS**

# A. Duties In The Event Of Accident, Claim, Suit Or Loss is changed as follows:

it.

We have the right, if we so choose, to the following:

We may have to pay for "property damage" under Liability Coverage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case, we may be entitled to reimbursement from that person.

- 2. Paragraph b.(4) is replaced by the following:
  - (4) Authorize us to obtain medical reports and other records pertinent to the claim.
- 3. Paragraph c. is replaced by the following:
  - c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:
    - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen. You must also report a fire loss to the fire department. The notice to the police or fire department must be on the form required by law.
    - (2) Do whatever is reasonable to protect the covered "auto" from further damage or "loss". We will pay for any reasonable expenses incurred in doing this.
    - (3) Permit us to inspect the covered "auto" and records proving the "ioss" before its repair or disposition.

# 4. Paragraph d. is added as follows:

d. We may also require you and any person seeking payment under any coverage provided by this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

# B. Legal Action Against Us is replaced by the following:

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization, other than an insured, has any right under this policy to bring us into any action to determine the liability of the insured.

# C. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the recovery, including reasonable attorneys' fees.

Any amount recovered because of a payment we make under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Uninsured Motorists Coverage or Underinsured Motorists Coverage. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an "accident" and also receive money from us for the

same "accident". If so, the amount we paid must be repaid to us to the extent that you or someone else recovers.

If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, we must be repaid for any amounts so paid, but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

# D. Concealment, Misrepresentation Or Fraud is replaced by the following:

Except with respect to the coverages you are required to purchase in order to register your auto in Massachusetts, we may refuse to pay claims if any oral or written misrepresentation or warranty made in the negotiation of this policy by you, or on your behalf, was made with an actual intent to deceive or if the matter misrepresented or warranted increased the risk of loss.

#### E. Premium - Changes

All premiums for this policy and any renewal or extension thereof shall be computed in accordance with the applicable rules, rates, rating plans, premiums and minimum premiums for the coverage afforded.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of change.

## F. Renewal

If we decide not to renew this policy or any of its coverages, we must mail our notice to your agent or to you at your last address shown on the Declarations at least 45 days before your policy runs out. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

#### **DEFINITIONS**

The Definition of "property damage" is changed as follows:

"Property damage" means damage to tangible property including any applicable sales tax and the costs resulting from loss of use of the damaged property.



# TRAVELERS

## **ENDORSEMENT FOR**

# MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

ssued to	POLONEZ PARCEL UNIVERSAL TRAV		of	EAST LONGMEADOW	MA
Dated at _	300 CROWN COLOR	NY DR	this 02	day of	, 20 <u></u> 5
Amending	Policy No. A5-820	-9456A629-IND-05	Effective	Date 01-01-05	
Name of	Insurance Company	TRAVELERS INDEMNITY	COMPANY		
Telephone	Number	Counters	igned by:	rationized company represe	
he limits s	shown: nsurance is primary a	·		ccess insurance, as indicatounts in excess of \$1,0	
This ir		nd the company shall not b s of the underlying limit of \$			A-0-1
he FHWA or esentative of	r the ICC a duplicate of said the FHWA or the ICC, to v	d policy and all its endorsements. T verify that the policy is in force as of	he company also a a particular date.	e Commission (ICC), the company grees, upon telephone request by a	an authorized rep-
said 35 days	notice to commence from	the date the notice is mailed, prod ding thirty (30) days notice to the IC	of of mailing shall be	hirty-five (35) days notice in writing e sufficient proof of notice), and (2 ice to commence from the date the	) if the insured is
		DEFINITIONS AS USED IN			
vhich result i		peated exposure to conditions mage, or environmental damage stended.	phere, watercourse	<ul> <li>il, release or escape into or upon , or body of water, of any commodit shall include the cost of remova</li> </ul>	y transported by a

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall renecessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shell-fish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

lieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

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# SCHEDULE OF LIMITS **Public Liability**

	Type of Carriage		Minimum Insurance	
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous). \$	750,000	
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000	
Comment of all promised	For-hire and Private (In interstate or foreign commerce: in any quantity) or (in intrastate - commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.		
(4)	For-hire and Private (In interstate or foreign commerce)	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, of Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	5,000,000	

Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# **SCHEDULE OF LIMITS Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **CHANGES IN COMMERCIAL AUTO COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

#### SECTION I - LOSS OF USE

# **Changes In Physical Damage Coverage**

Coverage Extension under Physical Damage Coverage is replaced by the following:

# **Coverage Extensions**

# A. Transportation Expenses

We will pay up to \$15 per day to a maximum of an accovered "auto" of the private passenger \$450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### B. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- 1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto";
- 3. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$15 per day, to a maximum of \$450.

## SECTION II - LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS

Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

- type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- b. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

#### **SECTION III - CHANGES IN DEFINITIONS**

A. The definition of "insured contract" contained in Section V - Definitions of the Business Auto Coverage Form and Section VI - Definitions of the Motor Carrier and Truckers Coverage Forms is replaced by the following:

"Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another

to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agree-

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or surveyor for injury or damage arising out of: was an arranged through the second sing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
  - B. The definition of "insured contract" contained in Section VI - Definitions of the Garage Coverage Form is replaced by the following:

"Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in con-

nection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

- 6. An elevator maintenance agreement;
- 7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- 1. That indemnifies an architect, engineer or
  - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- 2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
- 3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
- 4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or
- 5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

POLICY NUMBER: A5-820-9456A629-IND-05

COMMERCIAL AUTO ISSUE DATE: 02-02-05

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TRUCKERS—INTERMODAL INTERCHANGE UNIFORM **ENDORSEMENT FORM UIIE-1**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

It is agreed that such insurance as is afforded by the policy for "Auto Bodily Injury" and "Property Damage" Liability applies to liability assumed by the Named Insured, as "subscribing carrier," under unless a greater amount is otherwise stated in Paragraph 9.1 of the Uniform Intermodal Interchange Agreement, and any subsequent amendments thereto, reading as follows:

- 9. USER LIABILITY FOR THIRD PERSONS OR THEIR PROPERTY
  - 9.1. The User, while in possession of interchange equipment, releases and agrees to defend, indemnify and hold harmless the Owner, and any providing Carrier furnishing said equipment, from and against any and all loss, damage, liability, cost or expenses suffered or incurred by the Owner, and any providing or intermediate Carrier, arising out of or connected with injuries to or death of any persons or loss of or damage to property of other persons arising out of the User's use, operation, maintenance or possession of interchange equipment, except loss or damage to such interchange equipment, or cargo being transported therein or cargo being loaded or unloaded or held at terminal or transit points incident to transportation.

Subject to the following provisions:

1. The limit of the company's liability under this policy for damages because of "bodily injury" and "property damage" arising out of the use,

operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" the policy as applicable to such "bodily injury" or "property damage."

	"Bodily Injury"	\$
		Each "Person"
		\$
		Each "Accident"
	"Property Damage"	\$
		Each "Accident"
Х	Single Limit "Bodily Injury"and "Property Damage"	\$ 1,000,000 Each "Accident"

- 2. The company shall:
  - (a) Upon issuance of this endorsement, furnish to the President, Intermodal Association of North America, 6410 Kenilworth Avenue, Suite 108, Riverdale, Maryland 20737, a properly executed Certificate of Insurance (Form UIIE-2) which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance, and
  - (b) Upon cancellation or termination of the policy of which this endorsement forms a part, furnish on Form UIIE-3 a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said Managing Director at the above address.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **AUTO MEDICAL PAYMENTS COVERAGE -MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

Marian Contract

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred within two years from the date of the "accident". The second second

#### B. Who is An insured

- 1. You while "occupying" or while a pedestrian, when struck by an "auto".
- 2. If the form of your business under item one of the Declarations is shown as an individual, any "household member" while "occupying" or while a pedestrian, when struck by any "auto".
- 3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### C. Exclusions

This insurance does not apply to any of the fol-

- 1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises or residence.
- 2. "Bodily injury" sustained by you or any "household member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
- 3. "Bodily injury" sustained by any "household member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "household member".

- 4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purpose of the endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
- 5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
- 6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
- 7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 8. "Bodily injury" sustained by an "insured" "occupying" a covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity. This exclusion only applies to expenses that exceed the \$5,000 limit of insurance we are required to offer you under Massachusetts law.

#### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insured", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the

- Limit of Insurance for Medical Payments Coverage shown in the Declarations.
- "We" will not pay under this Coverage for any expenses that are payable or would have been payable except for a deductible under the Personal Injury Protection coverage of this policy or any other Massachusetts "auto" policy.

# E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

 The Transfer of Rights of Recovery Against Others to Us Condition does not apply.

- Our Right to be Repaid as it appears on the Massachusetts Mandatory Endorsement also does not apply.
- The reference in Other Insurance to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### F. Additional Definitions

As used in this endorsement:

- "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- "Occupying" means in, upon, getting in, on, out or off.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# UNDERINSURED MOTORISTS COVERAGE— MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle."

#### B. Who is An Insured

- a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured as a "pedestrian."
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured, as a "pedestrian."
  - If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any "household member" who has a Massachusetts auto policy of his or her own, or who is covered by a Massachusetts auto policy of another "household member" providing underinsured auto insurance with higher limits.
- c. Anyone else while "occupying" a covered "auto." We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by a Massachusetts auto policy of any "household member" providing underinsured auto coverage.
- d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we will only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

### C. Exclusions

This insurance does not apply to any of the following:

- Any "household member" if struck by or while "occupying" an auto owned by that "household member" which does not have Massachusetts Compulsory Auto insurance.
- 2. Anyone injured while using an auto without the consent of the owner.
- The direct or indirect benefits of any insurer or self-insurer under a workers' compensation law or any similar law.

# D. Limits Of Insurance

- 1. We will reduce the damages an injured person is entitled to recover by:
  - a. The total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos.
  - b. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damages for bodily injury.

- c. The amount paid under a workers' compensation law or similar law.
- d. Any expenses that are payable or would have been payable except for a deductible under the PIP coverage of this policy or any other Massachusetts auto policy.
- 2. If only one person sustains bodily injury, we will pay any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos and the "per person" limit shown for this Coverage on the Declarations. This is the most we will pay for injuries to one or more persons as the result of bodily injury to any one person in any one accident.
- 3. If two or more people sustain bodily injury and are insured under this Coverage, we will pay any unpaid damages up to the difference between the automobile bodily injury liability insurance "per accident" limit covering the legally responsible owners and operators of all insured autos and the "per accident" limit shown for this Coverage on the Declarations. This is the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident.
- 4. The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owners or operators of all insured autos will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached.
- 5. The limits of two or more autos or policies shall not be added together, combined, or stacked, to determine the limits of insurance available to anyone insured under this Coverage, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.
- 6. We will not make payments under this Part which duplicate payments under the underinsured auto insurance of any other auto policy.

#### E. Changes In Conditions

The conditions are changed for Underinsured Motorist Coverage as follows:

Other Insurance is deleted.

2. Two Or More Coverage Forms Or Policies Issued By Us is deleted.

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#### F. Additional Conditions

The following conditions are added for Underinsured Motorists Coverage:

#### 1. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "underinsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

## 2. Settlement or Judgment

If an injured person settles a claim as a result of an afaccident", covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

#### G. Additional Definitions

As used in this endorsement:

- 1. "Accident" means an unexpected, unintended event that causes bodily injury arising out of the ownership, maintenance or use, including the loading or unloading of an "auto."
- 2. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- 3. "Occupying" means in, upon, getting in, on, out or off.
- 4. "Underinsured motor vehicle" means an "auto" for which the limits for automobile bodily injury liability insurance covering the owner and operator of the auto are:
  - a. Less than the limits shown for this coverage on the Declarations; and
  - b. Not sufficient to pay for the damages sustained by the injured person.

4.2

COMMERCIAL AUTO

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND TRUCKERS COVERAGE FORMS -**MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Liability Coverage is changed as follows:

- 1. Except for liability assumed under a contract or agreement, this insurance also applies to "bodily injury" or "property damage" arising persal, seepage, migration, release or escape of "pollutants": charge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto":
  - b. Otherwise in the course of transit by or on behalf of the "insured".
  - 2. For the purposes of this endorsement, Exclusion B.6. Care, Custody or Control is replaced by the following:

"Property damage" to or "covered pollution cost or expense" involving property owned by the "insured".

# B. Changes in Definitions

For the purpose of this endorsement, Paragraph D. of the Definition Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - 1. Any request, demand, order or statutory or regulatory requirement; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dis-

- a. That are, or that are contained in any property that is being stored, disposed of, treated or processed in or upon "the covered auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto": or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraphs b and c above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MASSACHUSETTS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

This Endorsement applies to risks not subject to the Massachusetts Compulsory Automobile Insurance Law. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Liability Coverage

#### **COVERAGE**

The third paragraph is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claim-

### B. Changes In Physical Damage Coverage

#### COVERAGE

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. "Loss" caused by contact with a bird or animal;
- b. "Loss" caused by falling objects or missiles; and
- c. Glass breakage.

However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

- 2. DEDUCTIBLE is replaced by the following:
  - For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.
  - Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.
  - Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.
- 3. The following Condition is added to Physical Damage Coverage.

#### LOSS PAYEE

When the Declarations shows that a loss payee has secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any loss payee, we shall, to the extent of our payment, have the right to exer-

cise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

## C. The Cancellation Common Policy Condition is replaced by the following:

You can cancel all or any part of the insurance at any time by giving us or your agent at least twenty days written notice.

We can cancel all or any part of the insurance if:

- You have not paid your premium on this policy.
- 2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.

Your driver's license or auto registration has been under suspension or revocation during the policy period.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order for us to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of "Insured Losses" caused by certain "Acts of Terrorism" (each as defined in the Act).

In the event of an Insured Loss, each "Insurer" (as defined in the Act) is responsible for a deductible of one percent (1%) of its "Direct Earned Premium" (as used in the Act) for the calendar year 2001 for Insured Losses occurring from November 26, 2002 through December 31, 2002; seven percent (7%) of its Direct Earned Premium for the calendar year 2002 for Insured Losses occurring during calendar year 2003; ten percent (10%) of its Direct Earned Premium for the calendar year 2003 for Insured Losses occurring during calendar year 2004; or fifteen percent (15%) of its Direct Earned Premium for the calendar year 2004 for Insured Losses occurring during calendar year 2005. The Federal Government's share of compensation for Insured Losses in each year is 90% of the amount of Insured Losses in excess of each Insurer's deductible for that year. The Insurer is responsible for the payment of the remaining 10% of Insured Losses. In no event, however, will the Federal Government or

any *Insurer* be required to pay any portion of the amount of aggregate *Insured Losses* occurring in any one year that exceeds \$100,000,000,000, provided that such *Insurer* has met its deductible.

As a requirement of the Act, Insurers must make available "Property and Casualty Insurance" (as defined in the Act) coverage for Insured Losses that does not differ materially from the terms, amounts and other coverage limitations that apply to losses arising from events other than Acts of Terrorism. In other words, a loss will not be excluded just because it was caused by an Act of Terrorism; conversely, a loss will not be covered just because it was caused by an Act of Terrorism. The Act also requires Insurers to disclose to policyholders the premium charge for providing such terrorism coverage.

Please note that this Coverage Form does not contain an exclusion that specifically excludes coverage for *Insured Losses*. The charge for this exposure is included in the Coverage Form premium indicated in your policy.

The portion of your premium attributable to coverage for terrorist acts certified under the Act is \$0.

CA T9 97 09 04 Page 1 of 1

**COMMERCIAL AUTO** 

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause and the to coerce the civilian population of the United La Partir de Caracteria which results in a cap on our liability for payments for terrorism losses.

> "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

> 1. The act resulted in aggregate losses in excess of \$5 million; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort States or to influence the policy or affect the conduct of the United States Government by coercion.

#### **B.** Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by a Nuclear Hazard Exclusion or a War Or Military Action Exclusion.

**COMMERCIAL AUTO** 

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### RATE MODIFICATION—MASSACHUSETTS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premiums for any coverage eligible for rate modification may be adjusted by any modifications from Rating Plans promulgated by or filed with the Commissioner of Insurance. Premium adjustment will be made from the effective date of the modifications.

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TRUCKERS POLICY

ENDORSEMENT - CA T8 00 01 05

POLICY NUMBER A5-820-9456A629-IND-05

\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\*

MA CESSION NOTICE

IT IS AGREED THAT:

TO IL T8 01 10 93\*LISTING OF FORMS, ENDORSEMENT & SCHEDULE NUMBERS, POLICY HOLDER NOTICE PN CA 26 04 01 IS ADDED.

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# INTERLINE ENDORSEMENTS

# POLICYHOLDER NOTICES



# NOTIFICATION OF PLACEMENT IN THE MASSACHUSETTS COMMONWEALTH AUTOMOBILE REINSURERS

Your commercial motor vehicle insurance policy has been reinsured by your insurance Company in the Massachusetts Commonwealth Automobile Reinsurers.

This may result in different premium for your policy than if it were Insured in the voluntary market .

Since other companies may decide not to reinsure your policy, you have the right to attempt to secure voluntary market insurance elsewhere.

Note that other companies are not obligated to insure any policy voluntarily and may also choose to reinsure your policy at the same cost to you.

If you have any questions, contact your company or agent.

PN CA 26 04 01 Page 1 of 1

COMMERCIAL AUTO

# THIS ENDORSEMENT CHANGES THE POLICY TO COMPLY WITH MASSACHUSETTS LAW. PLEASE READ IT CAREFULLY.

### MASSACHUSETTS MANDATORY ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Condition A., Cancellation, is replaced by the following:

#### A. Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

- You have not paid your premium on this policy.
- 2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
- Your driver's license or auto registration has been under suspension or revocation during the policy period.

If the driver's license or auto registration of anyone residing in your household who usually operates a covered "auto" has been under suspension or revocation during the policy period, we may suspend coverage for that person for all coverages under this policy except those coverages and limits required under Massachusetts law to register a motor vehicle.

We can cancel any coverage we are not required by Massachusetts law to sell you if we do so within the first 90 days of the policy period. Also, we can cancel in the same manner coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Massachusetts law provides that your policy automatically terminates when:

- You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.
- You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
- If you transfer title to a covered "auto" and you do not register another auto, this policy

will terminate 30 days from the date of transfer of title.

However, if more than one covered "auto" is described on the Declarations, the termination of coverage applies only to the "auto" involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United Stated Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

If we cancel the insurance provided under this policy for Massachusetts registered vehicles, the cancellation is not effective unless we send the required notice to the Massachusetts Registry of Motor Vehicles.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

If you think that we have cancelled the insurance for a covered auto illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Condition C., Examination of Your Books and Records, is replaced by the following:

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to premium for this policy at any time during the policy period and up to three years afterward.

#### COMPULSORY BODILY INJURY TO OTHERS COVERAGE

#### A. Coverage

We will pay all sums an insured legally must pay as damages because of "bodily injury" caused by a covered "auto" in Massachusetts "accidents". The damages we will pay are the amounts the injured person is entitled to collect for "bodily injury" through a court judgment or settlement.

We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with the court's permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

- 1. Who is an insured:
  - a. You.
  - b. Anyone else using a covered "auto" with your consent.
- Coverage Extension
  - a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments are included in and not in addition to any payment otherwise payable under any Coverage Extension agreement of the policy.

#### **B.** Exclusions

This insurance does not apply to:

- 1. "Bodily injury" to guest occupants of a covered "auto".
- "Accidents" outside of Massachusetts or in places in Massachusetts where the public has no right of access.
- "Bodily injury" to any "employee" of the insured if entitled to Massachusetts workers' compensation benefits.

#### C. Limits Of Insurance

The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is \$40,000. This is the most we will pay as the result of a single "accident" no matter how many covered autos or premiums are shown on the Declarations. The limits shown on the Declarations for this coverage are included in and not in addition to the limits shown for Liability Coverage on the Declarations.

#### D. Additional Conditions

1. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this policy or the registration for a covered "auto". We must also pay even if you or the legally responsible person fails to cooperate with us after the "accident". We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.

#### D. Limit Of Insurance

For any one "accident", we will pay as many people as are injured, but the most we will pay for all benefits to any one person is \$8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses ("health plan"). If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of \$2,000 under this coverage. We will not pay for medical expenses in excess of \$2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages . and replacement services will not exceed \$8,000.

#### E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

- If the "accident" is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
- If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
- We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
- 4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most.

In that case, each insurer will pay only its proportionate share. We will not pay benefits

- under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.
- 5. We must be authorized to obtain medical reports and other records pertinent to the claim.
- 6. Within two years after an "accident", we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the "accident". Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

#### F. Definitions

The following definitions are added for Personal Injury Protection Coverage:

- "Occupying" means in, upon, getting in, on, out or off.
- "Pedestrian" includes anyone incurring injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

#### **UNINSURED MOTORISTS COVERAGE**

#### A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the insured caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".

The most we will pay for damages to or for anyone injured in the following situations is \$35,000 for each person and \$80,000 for each "accident" or the limits you purchased, whichever is less:

- 1. Anyone injured while using an "auto" without the consent of the owner.
- Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

#### 2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

#### E. Definitions

The following definitions are added for Uninsured Motorists Coverage:

- "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - To which no "bodily injury" liability policy or bond applies at the time of the "accident", or
  - b. To which a "bodily injury" liability policy or bond applies at the time of the "accident", but the insuring or bonding company denies coverage or becomes insolvent.
  - c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned by a governmental unit or someone who is legally self-insured.
- b. Owned or regularly used by you.
- c. Designed for use mainly off public roads while not on public roads.
- d. Operated on rails or crawler treads.
- While located for use as a residence or premises.

#### LIABILITY COVERAGE

#### A. Coverage

The third paragraph is replaced by the following: We have the right and duty to defend any "insured" against a "suit" asking for such damages

or a "covered pollution cost or expense", even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

#### B. Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are \$35,000 each person and \$80,000 each "accident" for "bodily injury" and \$5,000 each "accident" for "property damage". This change, however, does not apply to liability assumed under a contract or agreement.

#### C. Limit Of Insurance

The Limit of Insurance is changed by adding the following:

If the limits of insurance for any vehicle or coverage are shown separately for "bodily injury" and "property damage", the following applies:

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident", our limit of liability is as follows:

- The most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for "each person".
- 2. Subject to the limit for "each person", the most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries resulting from "bodily injury" for two or more people caused by any one

amount less your deductible. Our payment automatically reduces the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

#### 2. Total Loss

If we pay for the total "loss" of a covered "auto:"

- a. We will suspend Collision or Limited Collision coverage for the damaged covered "auto" until the covered "auto" passes a Motor Vehicle Safety Inspection Test.
- b. We may suspend coverage for a fire or theft "loss" under Comprehensive or Specified Causes of Loss Coverage for any replacement "auto" unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired it.
- c. We have the right, if we so choose, to take title to the "auto". We also have the right, if we so choose, to take any damaged part for which we pay.

#### 3. Sales Tax

If we pay for a loss to a covered "auto" under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the loss of an auto.

#### 4. Loss Payee

When the Declarations shows that a loss payee has a secured interest in a covered "auto", we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft, or any other means of disposal committed by you or at your direction.

When we pay any loss payee we shall, to the extent of our payment, have the right to exercise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

#### 5. Pre-Insurance Inspection

Massachusetts law requires that we inspect certain motor vehicles before providing Physical Damage Coverage. In some cases, we may defer the required inspection of the covered "auto" for ten calendar days (not including legal holidays/and Sundays) following the effective date of coverage. If you do not have the covered "auto" inspected within the time allowed, coverage for that "auto" will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

#### **BUSINESS AUTO CONDITIONS**

# A. Duties In The Event Of Accident, Claim, Suit Or Loss is changed as follows:

c. We have the right, if we so choose, to the following:

1. Paragraph a. is changed by adding after (3) the following:

We may have to pay for "property damage" under Liability Coverage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case, we may be entitled to reimbursement from that person.

- 2. Paragraph b.(4) is replaced by the following:
  - (4) Authorize us to obtain medical reports and other records pertinent to the claim.
- 3. Paragraph c. is replaced by the following:
  - c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:
    - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen. You must also report a fire loss to the fire department. The notice to the police or fire department must be on the form required by law.
    - (2) Do whatever is reasonable to protect the covered "auto" from further damage or "loss". We will pay for any reasonable expenses incurred in doing this.
    - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

# **CORRESPONDENCE**

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# INTERLINE ENDORSEMENTS

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NUCLEAR ENERGY LIABILITY EXCLUSION **ENDORSEMENT**

(Broad Form)

This endorsement modifies Insurance provided under the following:

**BUSINESSOWNERS POLICY** 

COMMERCIAL AUTO COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PROFESSIONAL LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF

TRANSPORTATION

UNDERGROUND STORAGE TANK POLICY

- 1. The Insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily in-

- jury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material",
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
  - (3) The "bodily injury" or "property damage" arises out of the fumishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

#### 2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for(1) separating the isotopes of uranium or plu-

- tonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste":
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

## **POLICYHOLDER NOTICES**

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A Company of the Comp	
REPORT OF ACCIDENT AND CLAIM	160-168 NJ.7 Rev. 12-92 Printed FOR OFFICE USE ONLY
COMPLETE FRONT ONLY TO COMPLETE FRONT AND BACK	CLAIM NO.
DATE OF ACCIDENT 06/27 (Year) 05 TIME	4:00 □ A.M. DARK □ LIGHT 🔀 PAIN
PLACE OF 95 NORTH BOUND NEW ROCHETTE, N	1) before a toll
MAKE FRIEGHTLINE	R BODY TYACTOY TYAILER LIC. PLATE NO. 452 49
OWNER PRINT PLEASE PRINT) PLEASE PRINT)	ADDRESS 143 DOTY CIRCLE MA ODSA
HOME PHONE WORK PHONE 412	STREET CITY STATE
DRIVEN BY Arseniu Sevgeuchik	ADDRESS 45 Hill Street
HOME PHONE 413 2465264 WORK PHONE 417	STREET CITY , STATE ZI
DRIVER'S 33 DRIVER'S MAS DRIVER MISSION FO	
DRIVER'S WHAT PART OF	E VOLID L PA A
HAS ANY PART OF YOUR DAMAGE YES NO	NAME OF YOUR HAVE REPAIRS YELL NAME OF YOUR
NAME OF IDM TWO LOOP	INSURANCE CO.  IF CAR NOT DRIVEABLE 1100
KIND OF INCLIDANCE THE LEGAN	AMOUNT OF HAS ACCIDENT BOST MOUNTAIN Rd
	DEDUCTIBLE TO YOUR COMPANY?
REGISTERED	STYLE LIC. PLATE NO. & STATE
OWNER (PLEASE PRINT)	ADDRESSSTREET CITY STATE ZIP
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AGENTCAR WAS DAMAGED?	
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BRIDGE UNDER CONSTRUCTION NEAR EXIT	7C FROM THAT MOMENT I CAN'T
RECALL ANTHING I WOKE UP IN HOSPIT	
WERE POLICE YES NO POLICE DEPT.  CALLED? WHERE REPORTED NEW ROCHELL	POLCE DEPT. REPORT N405 2034
WAS ANYONE YES NO INJURED? YES NO IF SO, WHO? ARSENIY SERGEYCH	
NATURE OF BROKEN NOT, FOREHEAD HIT R	16HT KNIFF NIECV
	·
HEREBY DECLARE THAT THE FACTS STATED ABOVE ON THE FRONT	FRONT AND BACK ARE TRUE:
SIGNED & HIGHWAY WINGER 161 11	no bolos
CRIMINAL AND CIVIL PENALTIES. A STATEMENT OF CLAIM	CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO



New York State Departh of Motor Vehicles

Pages Page 1 Local Codes NY05-2034



### TRUCK and BUS SUPPLEMENTAL POLICE ACCIDENT REPORT



		N	105-2034		~	MV-104S (2/02)										
SPPL88000007 AMENDED REP						ORI								٦		
1	<ul> <li>If at least</li> <li>a truck</li> </ul>	one of the with 6 or m	must complete this for vehicles involved is ore tires; or	orm ONLY .	Ve	Number of Qualifying Vehicles Involved:  2 Truck with 6 or more tires  2 Towed from scene due to damage						ene	ns:			
	- a vehicl - a bus d	e with a Ha esigned to	az Mat placard; or carry 16 or more per			due to damage							ioc			
<ul> <li>♠ AND at least on of the following conditions is met</li> <li>- a vehicle was towed from the scene due to damage</li> </ul>						0 A vehicle with a Haz Mat placard 0 Sustaining fatal injurie							C3			
(including providing intervening assistance) - at least one person sustained fatal injuries - at least one person was transported for IMMEDIATE medical treatment						O Bus designed to carry 16 or more 2 Transported for IM medical treatment							EDIATE	Ξ		
	ACCIDENT D		Military Time	COUNTY	,	CITY/TOWN/VILLAGE										
	6 27	2005	16:05	WESTCHEST	ER			NEW P	COCHE	LLE, CI	TY OF	1	1 1		-	
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ŧ			CHIK, ARSENIY	S		Date of i	Birth:	3   2	25   19 T	72 M	SOUR	; <u>=</u>			1 6	
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	0 4 tires	With Haz N	VEHICLE CONF Mat Placard	5 Tractor (no train			1 No	ot physica	ally divid	ded (2-wa	y traffic) rip, withou	st traff	fic har	rier	3	-
٦	1 Bus 2 Single	-unit truck:	2 axles, 6 tires	<ul><li>6 Tractor/semi-tr</li><li>7 Tractor/double</li></ul>			3 Di	vided hig	inway, r	nedian st	rip, with tr	affic t	arrier	,0,		
	3 Single 4 Truck/	-unit truck:	3 or more axles	8 Tractor/triples 9 Unknown heav	vy truck		4 0	ne-way tr					····		<u> </u>	ö
	4 0.45		CARGO BO 4 Flatbed	DY TYPE	Auto Trans	porter	1 N	o control	(unlimit	ted acces	CONTROL s)				2	
_	1 Bus 2 Van/en 3 Cargo	iclosed box		_	Garbage/R Other	3 Other										
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from diamond/orange panel from bottom of diamond					15 Other object*								4th	_		
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Continue	7	Lice	ense ID Number 194761043			MA	4.	Driver Name - ex	actly muoma c	BOBERT S	-	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	
Recommend   State	-	Driv	er Name - exactly SERGEYCHI printed on license	K, ARSENIY S	3			as printed on lice	ns <del>u</del>	·		Apt. No.	+
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Policy   Parcel   Betting   Parcel	1	Mo	onth Day Year M		01			1 2 1 2	1964			uamageo	
POLONEZ PRACES SERVIC, INC.   Apr. No.   May   Decision and Service   Decision   Decision and Service   Decision	Ľ	Na	me - exactly as printed on registration	Sex	tannt	of Birth h Day	Year				Month		
4   Display				.,	C						Apt. No. Haz.	; Release	
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Reference Marker   Coordinates (if available)   Latitude/Northing:   Latitude/Northing:   Latitude/Northing:   Latitude/Northing:   Longitude/Easting:   County WESTCHESTER   More   M		1	15. TRAILER 18. I	NO DAMAGE	2	-	13						
Reference Marker   Coordinates (if evallable)   Place Where Accident Occurred:   County WESTCHESTER   Sicily   Village   Town of NEW ROCHELLE		- 1	16. OVERTURNED 19.	DTHER	, \	<u> </u>	-		Cost of repairs t	to any one vehicle	will be more than \$1	000.	
Lattitude/Northing:  Longitude/Easting:  Longi		1				12	11	10	L] Onknown	NOnable to determ	<u> </u>	<u></u>	
Lattitude/Northing:    County_WESTCHESTER   Stip   Village   North     Road on which accident occurred   INTERSTATE   95   NORTH     Road on which accident on which accident   INTERSTATE   95   NORTH     Road on which accident occurred   INTERSTATE		}	Reference Marker Coordin	nates (if available)	Place Whe	re Accide	nt Occu	rred:			NEW DOCUELL	FČ	
Longitude/Easting:   at 1) intersecting street   Or 2) .50   Sin S of MPM 6.6 (Route Number or Street Name)		f		e/Northing:	County WE	STCHES	STER	Ø Cit	y □ Village	LITOWN of	MEW KOCIMIE		29
Continue Lasing		-			Road on wh	nich accid	ent occur	med INTERS	TATE 95 /	(Route Number or St	reet Name)	···	
Accident Description/Officer's notes V-1 AND V-2 TRAVELING N/B ON I-95 IN THE MIDDLE LANE AND APPROACHING THE NEW ROCHELLE TOLL BARRIER, WHEN V-2 MOVED FROM THE MIDDLE TO THE LEFT LANE TO ENTER THE HIGH SPEED EZ PASS LANE. V-1 ATTEMPTED TO MOVE CONTINUED ALONG SIDE V-2 AND CRASHED INTO THE RIGHT PORTION OF THE CABIN.  8 9 10 11 12 13 14 15 16 17 BY TO 18 Names of all Involved Date of Death Only  8 9 10 11 12 13 14 15 16 17 BY TO 18 Names of all Involved Date of Death Only  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Longitu	ide/Fasting			eet		van,	(Route Number or St	reet Name)		
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•	Page 2 of 3	Pages	New Yo	rk State Depar E ACCII	tment of Moto	or Vehicles PEPORT				went
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à	river Name, exactly s printed on license			Apt. No.	as printed on all	ense e Number and Stree	n e e		ApL No.	1
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7	City or Town	Signal Company of the	ile (1) ile (1) Zip	Code (Line 1995)	City on Town		TUnlicensed	No of Occupants   Put	1000	
3	Date of Birth Month   Day   Year	Sex Unlicensed	No. of Occupants.	Public Property Cameged	Date of Birth : Month   Day	Year	d	Pro	peny <b>[</b>	
1 1:	Name - exactly as printed on	registration	Sex Date o	f Birth West Spring	Name - exactly	as printed on regist	ration	Sex (8) Date of Bi	rih Day: Year	23
ľ			图 新學科 电路线	Day Year Released	Address (Ipally	se Number and Sue	en e	Apt.No.: Haz.	Released	
T 4	odress (Include Number and	J Street)	Apt: No. Haz Mat Code					Code Zip Co	de S	24
	City or Town	THE HOUSE		Code :	City or Lown		n: [Vehicle Yea/ & ]	Aake Vehicle Type		
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	Chack if involved veh	icle is	Check if Invo	ved vehide is: 195 inches wide		Circle the diagra	m below that desc #9. Number the	ribes the accident, or dr vehicles.	aw your own	الب
[6]	V (3 more than 95 inc E (3 more than 34 fee	tiong	E I more than	n 34 feet long." With an overweig	ht permit		Left Turn Right		ad On	
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7	Box 2 Most Damage E Enter up to three:		E	100	4 5	ACCIDENT DIA	GRAM			
<u></u>	more damage codes  Vehicle By		2 Vehicle BV							27
	Towed To		Towed To		6 7				L	
	VEHICLE DAMAGE COD 1-13 SEE DIAGRAM ON	RIGHT.	³ <b>/</b> I	7	1	]				
	14. UNDERCARRIAGI 15. TRAILER	18, NO DAMAGE	2	.   13	B	9.		D400		28
	16. OVERTURNED	19. OTHER	, <b>L</b>	2 11	<u>↓</u> ,,	Cost of repairs Unknown	to any one vehicle n/Unable to detem	will be more than \$100 nine Yes	U, No	
		Constant		e Accident Occ	ırred:					
	Reference Marker	Coordinates (if available Lattitude/Northing:		STCHESTER	🗆 🗆 🔾	ity 🔲 Village	☐ Town of			29
		Letinoco ( to a mig.	l l	ich accident occu	леd		(Route Number or	Street Name)		
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	Accident Description/O	officer's notes  CAUSED THE S	PILLAGE OF	SEVERAL G	ALLONS OF	•		1 1 10050		
	DIESEL FUEL A	ND MOTOR OIL	ON THE ROAL	WAY, SPI	LL# 05036 3209456A6	76. NYS 1 291ND05	THRUWAY DAI	4AGE# 1-19050.		USE COVER SHEET
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۷ 5	Officer's Rank			Badge/ID No.	NCIC No.	Precinct/Post Troop/Zone	Station/Beat Sector	Reviewing Officer	Date/Time Revi	iewea
Ď	Officer's Rank and Signature Tpr			3067	15905	T1	21	<u> </u>		





New York State Department of Motor Vehicles Rage 3 of 3 Pages POLICE ACCIDENT REPORT Local Codes MV-104A (3/04) พช05-2034 SPPL88000007 MAMENDED REPORT

No. Injured No. Killed Not Investigated at Scene | Left Scene | Police Photos No. of Vehicles Military Time Day of Week Accident Date ☐ Yes 🗵 No Accident Reconstructed 2 Month Monday 16:05 2005 б

NEW ENGLAND THRUWAY INTERSTATE 95 / NORTH Unit of the second seco and the second METRO-NORTH RAILROAD 

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